

# GENERAL TERMS AND CONDITIONS FOR ALPE D'HUEZ RESERVATION

## PREAMBULE :

This contract is subject to the provisions of the French Code of Tourism which establishes the conditions for the execution of activities related to the organization and the sale of 'holiday stays' and is governed by the law n° 2009-888 of the 22nd July 2009 concerning development and modernization of tourist services. These general terms and conditions make up an indivisible whole which constitutes the written contract established in accordance with the provisions in

Article R211-6 of the Code of Tourism, and in the articles 1369-1 to 1369-11 of the Civil Code for provisions related to contracts made via electronic transmission of data and in the article L.121-15-1 of the consumer code. All the fine details and information. The prices featured on the internet site can be modified at any moment, without warning. These modifications are not applicable to reservations whose availability has already been confirmed by Alpe d'Huez Réserve. Our prices do not include any extra charges for (animals, rental costs for sheets etc.) Deposit: Each rental of a studio or an apartment requires a deposit of which the amount will be stated in the contract. The amount of the deposit is payable directly to the owner/host on the day of arrival. It will be refunded according to the terms and conditions of the rental agreement of each owner/host

## IDENTIFICATION OF THE SELLER

### ALPE D'HUEZ RÉSERVATION

Office de Tourisme

51, Route de la Poste - BP 28

38750 ALPE D'HUEZ - FRANCE

N° immatriculation Atout France : IM 038 1600 03

Prefectoral decree n° 2009-10445 du 17/12/2009

N° SIRET : 807 991 120 00013 – Code APE : 7990 Z

Financial Guarantee :

APST – 15, avenue - Camot 75017 PARIS

Liability insurance :

GENERALI / CEDRIC JOUVENCEL ASSURANCES

235 rue des Colporteurs - BP 45 - 38 520 LE BOURG-

D'OISANS.

All transactions between Alpe d'Huez Réserve and the client will be confirmed by a written contract sent by email, fax or post. On reception, the client will in return settle the payment according to the conditions of the transaction hereafter.

## 1 - RESERVATION

The client can book his holiday stay reservation either directly on the internet site "reservation.alpedhuez.com", or via the means of a telephone service on 33.(0)4.76.11.59.90, or by e-mail at [resa@alpedhuez.com](mailto:resa@alpedhuez.com). The reservation of a holiday stay on the site concerns users who have previously read and accepted, without reservation, the entirety of the general terms and conditions of sale and use of the site. Accepting the terms and conditions is done via an electronic signature consisting of a box to be validated with a tick as well as the communication of the client's personal details and/or bank details. It is expressly acknowledged that this electronic signature has the same legal value as a handwritten signature between the parties concerned in accordance with the articles 1369- 4 and 1369-9 of the civil code.

Without the electronic signature, the order cannot be finalized. For sales by telephone and by email, by validating their request for a reservation via one of the holiday advisors, the client expressly accepts the general terms and conditions of sale of the contract to be signed. In that respect, it is the responsibility of the client to make sure that the details that he communicated while carrying out the reservation are correct and that those details will enable him to receive the confirmation of his reservation. In the hypothesis that the client does not receive the confirmation, he will re-contact Alpe d'Huez Réserve. Under no circumstances can Alpe d'Huez Réserve be held responsible if the client does not receive confirmation of his order because of an error on his part when communicating his details. The reservations that are made on this site are accepted by the accommodation

hosts/owners or service providers subject to their availabilities, offers/deals; these

bookings may be refused in the event of unavailability. The products/holidays offered are dealt with in real time. We would like to draw the client's attention to the fact that the product presented at a certain price may become unavailable if several users are connected to the Internet at the same time and are interested in the same product. The first user to carry out a reservation will have priority. If a reservation cannot be honored by Alpe d'Huez Réserve due to unavailability of the product, the client will be informed by email or post in the 72 hours following the reservation and any sum of money already transferred by the client at the time of reservation will immediately be refunded to him unless the client prefers to choose another service/holiday stay of an equivalent quality, wherever this is possible. The contract of reservation is concluded between the 2 parties and notification of any modifications concerning the client must be transmitted to the seller by email or recommended letter with return receipt at least 7 days before the beginning of the holiday. Alpe d'Huez Réserve reserves the right to claim for an administration fee following this modification. The exact times of day that the accommodation becomes available for check-in on the first day and the time required to vacate the property on the last day, vary depending on the individual accommodation; this information is expressly mentioned in the confirmation of the reservation and in the contract of reservation.

## 2 - PRICES

Our prices include all utilities (water, electricity and heating unless otherwise mentioned in the description) and the city tax, and with exception to the administration fee, the insurance costs (optional) payable at the time of reservation. The city tax is between 0.80 euros to 3.30 euros per night/ adult depending on the category of accommodation (free for under 18 y.o.).

Our prices serve as a guide line and we will not be held responsible for any errors or omissions. In the eventuality of a rise in TVA (VAT) or any new taxes that may affect the price, Alpe d'Huez Réserve reserves the right to implement the rise in tariff, without prior warning. The reservation of a holiday only takes effect from the moment that the amount requested is received either by our secure online payment system or by any other means of payment. On reception of this sum, Alpe d'Huez Réserve considers that the client accepts the terms and conditions, the services provided and the price of the holiday stay. He (the client) cannot and shall not claim to have been misled as he, himself, enter the data.

The total number of people (adults and children) occupying the accommodation cannot be superior to the total number of beds which if mentioned in the accommodation description.

The accommodation owner reserves himself the right to refuse access to the accommodation at any offender or to ask for an extra charge per additional person (the amount will be decided by the accommodation owner).

## 3 – CONDITIONS OF PAYMENT

Payment is to be made out to ALPE D'HUEZ RESERVATION and attached to the completed rental agreement contract.

Reservations made over 30 days before the date of the stay require a deposit of 25%, the balance being due at least 30 days before the beginning of the stay.

Reservations made less than 30 days before the date of the stay and reservations costing under €200 require the entire amount stated in the contract to be paid. A confirmation of the reservation will be sent to you as soon as your deposit has been received or where applicable

the complete payment. If using our online secure payment system, the agreement with the 'Réseau de cartes bancaires' (Bank card payment network) and the high speed internet on the clients bank account mean that the order comes into effect after confirmation of the availability by Alpe d'Huez Réserve. In the event of refusal from the 'Bank card payment network', Alpe d'Huez Réserve reserves the right to cancel the reservation. In the event of payment by French cheque (with a French bank), the client

must write his reservation contract number on the back of the check, and make the cheque payable to Alpe d'Huez Réserve, and address it to: Alpe d'Huez Réserve, Office de Tourisme – 51, route de la poste – BP 28 – 38750 Alpe d'Huez. Payment by cheque must be made at least 30 days before the date of the holiday stay. In the event of paying via a bank transfer, the client must telephone 33.(0)4 76 11 59 90 or send an email to [resa@alpedhuez.com](mailto:resa@alpedhuez.com) to obtain the IBAN number if the client resides abroad. The reservation will be taken into account depending on the availability at the time of the reception of the deposit or on reception of the entire amount due. When paying by any method of payment, Alpe d'Huez Réserve reserves the right to ask the client for a copy of his identity card, his telephone number and a time at which he could be contacted as well as the details of the bank that manages his debit or credit card or bank account. In the case of non-payment on the due dates, the contract could be terminated by Alpe d'Huez Réserve without the client being able to claim for any kind of reimbursement for any sums already transferred or for any other sort of indemnity.

## 4 - RESPONSIBILITY

In the event of a one of the suppliers/service providers failing to fulfil his obligations during the stay, Alpe d'Huez Réserve will do its utmost to find an alternative of an equivalent nature to the original. Alpe d'Huez Réserve shall, under no circumstances be held liable in the eventuality of a service/services not being deliverable due to force majeure. Likewise Alpe d'Huez Réserve shall not be held responsible for the reduction or suppression of activities and tourist services offered on its website and/or by its local businesses/services (cinemas, shows, day care, sport shops, shops..etc) during the low season.

## 5 – CONDITIONS OF CANCELLATION

1°) Legal conditions of cancellation according to Articles R. 211-9, R. 211- 10 et R. 211-11 of the Code of Tourism.

2°) Contractual Conditions In case of cancellation the following fees will be withheld : • Over 30 days before the holiday stay : 25 % of the total amount of the holiday stay, (the deposit.) • Between 30 and 16 days before the holiday stay : 50 % of the total cost of the holiday stay. • Between 15 and 8 days before the holiday stay: 75 % of the total cost of the holiday stay. • Less than 8 days or no show: 100 % of the total cost of the holiday stay.

## 6 – CANCELLATION INSURANCE

Alpe d'Huez Réserve suggests that clients subscribe to PM CONSEIL ASSURANCES, a cancellation insurance which covers cancellation and interruption of a holiday stay, and a liability and property damage insurance. The terms of insurance coverage and exclusion are detailed in the insurance policy. The cost of this insurance is 4% of the value of the rental price. This amount is mentioned in the reservation contract. The insurance can only be taken out at the moment the reservation dossier is set up and only covers the services booked by the client on that date. To ensure that any claims for reimbursement are covered, the claim should be forwarded to the insurers within the specific time frame stated in the insurance contract. The claim must be accompanied by the relevant documentary evidence asked for by the insurance company.

Non-subscription to cancellation insurance offered by Alpe d'Huez Réserve means the client will not be able to claim for any type of reimbursement for the holiday stay if he himself cancelled the said 'holiday stay' Dossier fees and cancellation insurance are not refundable.

## 7 – CONTESTATIONS, PURSUIT OF CLAIMS, LITIGATION

All claims, contestations or litigation related to the holiday stay must be addressed by recommended letter with a return receipt to Alpe d'Huez Réserve, at the very latest one month after the date of the client's return. Any claims addressed after this date will not be taken into consideration. The resulting answer to the claim will depend on an inquiry which would take place with the accommodation host/owner or service provider.